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By /s/ **Hessen Ladcani**
Deputy Clerk

Attorneys for Plaintiff Ma De Los Angeles Abundez Arroyo

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO

8 MA DE LOS ANGELES ABUNDEZ)
9 ARROYO,)

10 Plaintiff,)

11 vs.)

12)
13 ALEX & SON BUILDING)
14 MAINTENANCE CORP., ISABEL)
15 CRISTINA ESCOBAR; DIANA)
16 VANESSA ESCOBAR; and DOES 1 to 50,)
17 inclusive,)

18 Defendants.)
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CASE NO.: 24-CIV-00675

COMPLAINT FOR DAMAGES FOR:

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) **FAILURE TO GIVE REST BREAKS;**
- 8) **FAILURE TO GIVE MEAL BREAKS;**
- 9) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 10) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 11) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, MA DE LOS ANGELES ABUNDEZ ARROYO (hereinafter "Plaintiff"), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of San Mateo in this judicial district because Defendants ALEX & SON BUILDING MAINTENANCE CORP., ISABEL CRISTINA ESCOBAR; DIANA VANESSA ESCOBAR; and DOES 1 to 50, inclusive, do business in the County of San Mateo and because Defendants' obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of San Mateo is the subject of this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of San Mateo, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant ALEX & SON BUILDING MAINTENANCE CORP., is and was a California corporation doing business in San Mateo, California, and which employed Plaintiff. Defendant ISABEL CRISTINA ESCOBAR is and was a female resident of the County of San Mateo, California. Defendant ISABEL CRISTINA ESCOBAR is being included in this lawsuit pursuant to Labor Code section 558.1 in that she was and/or is the owner, managing agent, and/or managing director of ALEX & SON BUILDING MAINTENANCE CORP., was involved in the day-to-day operations of the business and controlled the wages, hours, and/or working conditions of Plaintiff and other employees. Defendant DIANA VANESSA ESCOBAR is and was a female resident of the County of San Mateo, California. Defendant DIANA VANESSA ESCOBAR is being included in this lawsuit pursuant to Labor Code section 558.1 in that she was and/or is the owner, managing agent, and/or managing director of ALEX & SON BUILDING MAINTENANCE CORP., was involved in the day-to-day operations of the business and controlled the wages, hours, and/or working conditions of Plaintiff and other employees. ALEX & SON BUILDING MAINTENANCE CORP., ISABEL CRISTINA ESCOBAR; DIANA VANESSA ESCOBAR; and DOES 1 to 50, inclusive, are hereinafter collectively referred to as "Defendant(s)", "or "ALEX & SON".

4. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

1 associate of those defendants fictitiously sued as DOES 1 to 50, inclusive, and so Plaintiff sues
2 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
3 defendants, numbers 1 to 50, reside in the State of California and are in some manner responsible
4 for the conduct alleged herein. Upon discovering the true names and capacities of these
5 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
6 capacities of these fictitiously named defendants. Moreover, DOES 26 to 50, inclusive, are
7 individuals or business entities, operating in the State of California, and which are a successor
8 company or business of ALEX & SON BUILDING MAINTENANCE CORP., and/or ISABEL
9 CRISTINA ESCOBAR and/or DIANA VANESSA ESCOBAR and either expressly or
10 impliedly agreed to assume the subject liabilities of ALEX & SON BUILDING
11 MAINTENANCE CORP., and/or ISABEL CRISTINA ESCOBAR and/or DIANA VANESSA
12 ESCOBAR. Moreover, Plaintiff believes and thereon alleges that DOES 26 to 50 are a mere
13 continuation of ALEX & SON BUILDING MAINTENANCE CORP., and/or ISABEL
14 CRISTINA ESCOBAR and/or DIANA VANESSA ESCOBAR in that there was a lack of
15 adequate consideration for the acquisition of ALEX & SON BUILDING MAINTENANCE
16 CORP., and/or ISABEL CRISTINA ESCOBAR and/or DIANA VANESSA ESCOBAR's assets
17 to be made available to creditors and one or more persons, including ISABEL CRISTINA
18 ESCOBAR and/or DIANA VANESSA ESCOBAR were officers, directors, or shareholders of
both ALEX & SON BUILDING MAINTENANCE CORP. and DOES 26 to 50.

19 5. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
20 that information and belief, alleges that at all times herein mentioned, each of the remaining
21 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
22 under the authority of their agency, employment, or representative capacity, with the consent of
23 his/her codefendants. Plaintiff is informed and believes that all of the acts alleged in this
24 Complaint were made by all named defendants and DOE defendants in their capacities as
25 individual business entities, and/or individuals, and/or alter egos of the business entities named
26 herein as defendants, and that each of the defendants identified above was involved in, or are in
27 some way responsible for the injuries and damages to Plaintiff as alleged herein as a result of
28 defendants' joint business interests, and therefore that each of the defendants named herein are

1 jointly and severally liable for any and all of the damages alleged in this Complaint. Furthermore,
2 at all times herein material, each of the defendants named herein was acting for himself, herself,
3 or itself, and/or as an employee and/or agent for any each and every other defendant named
4 herein, and conspired together to do the things alleged hereinafter. Individual Defendants
5 ISABEL CRISTINA ESCOBAR; DIANA VANESSA ESCOBAR; and DOES 1 to 15, are liable
6 for the acts of Defendant ALEX & SON BUILDING MAINTENANCE CORP. as their alter
7 egos. Recognition of separate existence would promote injustice because Defendants ISABEL
8 CRISTINA ESCOBAR; DIANA VANESSA ESCOBAR and DOES 1 to 15 have in bad faith
9 dominated and controlled Defendant ALEX & SON BUILDING MAINTENANCE CORP.
10 Plaintiff is informed and believes, and thereon alleges that Defendants ISABEL CRISTINA
11 ESCOBAR; DIANA VANESSA ESCOBAR and DOES 1 to 15 have:

- 12 a) Commingled funds and assets of ALEX & SON BUILDING MAINTENANCE
13 CORP. with their own funds;
- 14 b) Diverted funds and other assets of ALEX & SON BUILDING MAINTENANCE
15 CORP. to other than corporate uses;
- 16 c) Treated the assets of ALEX & SON BUILDING MAINTENANCE CORP. as their
17 own;
- 18 d) Failed to obtain authority to issue shares or to subscribe to issue shares of
19 ALEX & SON BUILDING MAINTENANCE CORP.;
- 20 d) Failed to maintain minutes or adequate corporate records of ALEX & SON
21 BUILDING MAINTENANCE CORP.;
- 22 e) Failed to adequately capitalize or provide any assets to ALEX & SON BUILDING
23 MAINTENANCE CORP.;
- 24 f) Diverted assets from ALEX & SON BUILDING MAINTENANCE CORP. to
25 themselves to the detriment of creditors, including Plaintiff.
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7. In the case of Huff v. Securitas Sec. Servs. USA, Inc., 23 Cal. App. 5th 745 (2018), Plaintiff, Huff, was employed as a security guard for the Defendant Employer, Securitas Security Services USA, Inc., an onsite security provider. After about a year of employment, Huff resigned. Huff then filed suit against Securitas under PAGA. In his claim, Huff specifically alleged violations to the Labor Code requiring immediate payment of wages upon termination of employment and weekly payment of wages to temporary employees. The trial court determined Huff was not a temporary employee, and therefore, lacked standing to bring the claim. Thus, Securitas was granted a motion for summary judgement. Later, the trial court granted Huff a new trial. Securitas then appealed the grant of a new trial. On appeal, the issue was whether Huff could bring a PAGA claim and sue for Labor Code violations that did not directly affect him. Securitas unsuccessfully argued that the PAGA statute only allows the PAGA representative to sue for violations that the representative has personally suffered. The PAGA statute states that an “aggrieved employee” is able to file suit on behalf of themselves and others. The statute also states that an “aggrieved employee” is “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.” Because at least one of the violations that Huff had alleged had affected him personally, the Court of Appeal denied Securitas’ motion.

8. In sum, since PAGA allows Plaintiffs to bring suit on behalf of both themselves and other employees, it allows for suits broader than the specific violations the named employee experienced. Therefore, even if the employee did not personally experience the Labor Code violations, the employer may still be liable to under PAGA. Consequently, it is Plaintiff's position that Plaintiff can equivocally bring the following labor code violations on behalf of all other employees, including ALL hourly, non-exempt employees and those employees who

1 were improperly classified as 1099 independent contractors and who worked for ALEX &
2 SON in the State of California during the relevant PAGA period.

3 9. It is Plaintiff's position that ALEX & SON has violated the following Labor Code
4 Sections against Plaintiff and other similarly situated aggrieved employees, who include all
5 non-exempt, hourly employees and those misclassified as independent contractors who worked
6 for ALEX & SON in the State of California during the relevant PAGA period.

7 10. At all times during her employment tenure with ALEX & SON, Plaintiff was
8 supposed to be considered an hourly, non-exempt employee, however, Plaintiff was
9 misclassified as an independent contractor and received checks without any deductions. It is
10 Plaintiff's position that over the course of her employment tenure, Plaintiff and other similarly
11 situated aggrieved employees have been willfully misclassified as "independent contractors"
12 pursuant to California Labor Code section 226.8. It is Plaintiff's firm position that Plaintiff and
13 others were in fact ALEX & SON's employees, however, they had not been treated as such
14 throughout their employment tenure with ALEX & SON.

15 11. ALEX & SON violated Labor Code section 226.8. Pursuant to Labor Code section
16 226.8(a)(1), it is unlawful for any person or employer to willfully misclassify an individual as
17 an independent contractor. "Willful misclassification means avoiding employee status for an
18 individual by voluntarily and knowingly misclassifying that individual as an independent
19 contractor." Cal. Lab. Code Section 226.8(i)(4). If a person or employer has willfully
20 misclassified an individual as an independent contractor, the person or employer shall be
21 subject to a civil penalty of not less than five thousand dollars (\$5,000) and not more than
22 fifteen thousand dollars (\$15,000) for each violation, in addition to any other penalties or fines
23 permitted by law. Cal. Lab. Code Section 226.8(b). If the person or employer has engaged in or
24 is engaging in a pattern or practice of willfully misclassifying individuals as independent
25 contractors, the person or employer shall be subject to a civil penalty of not less than ten
26 thousand dollars (\$10,000) and not more than twenty-five thousand dollars (\$25,000) for each
27 violation, in addition to any other penalties or fines permitted by law. Cal. Lab. Code Section
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1 226.8(c). This is so because ALEX & SON treated Plaintiff and others as employees with a set
2 schedule of work from Monday through Friday.

3 12. In a very important decision, Dynamex Operations v. Superior Court (2018) 4 Cal. 5th
4 903, the Supreme Court developed the “ABC TEST” to determine whether an independent
5 contractor is an employee. Under the ABC TEST, a worker will be deemed to have been
6 “suffered or permitted to work,” and thus, an employee for wage order purposes, unless the
7 putative employer proves: (A) that the worker is free from the control and direction of the
8 hiring entity in connection with the performance of the work, both under the contract for the
9 performance of the work and in fact; (B) that the worker performs work that is outside the usual
10 course of the hiring entity’s business; and (C) that the worker is customarily engaged in an
11 independently established trade, occupation, or business of the same nature as the work
12 performed. Note that each of these requirements need to be met in order for the presumption
13 that a worker is an employee to be rebutted, and for a court to recognize that a worker has been
14 properly classified as an independent contractor.

15 13. Here, it is unequivocally clear that ALEX & SON would not be able to get past the
16 second part of the test since Plaintiff and others were unequivocally doing work (cleaning and
17 janitorial duties) related to ALEX & SON’s core business of maintenance/janitorial services.
18 As such, ALEX & SON willfully misclassified Plaintiff and other aggrieved employees as
19 independent contractors. Moreover, there was plenty of control by ALEX & SON as it related
20 to Plaintiff’s and other aggrieved employees’ schedules and working conditions. Moreover,
21 most of the tools and instrumentalities used to do carry out the job duties was provided by
22 ALEX & SON.

23 14. ALEX & SON also violated Labor Code § 1194, 1194.2, 1197, and 1197.1 because it
24 failed to pay Plaintiff and other similarly situated aggrieved employees for all hours worked,
25 including the statutory minimum wage for all hours worked and for “off the clock” work. This
26 is so because ALEX & SON simply did not have a timekeeping system and paid Plaintiff a flat
27 rate for each office she cleaned. Plaintiff was not paid an hourly rate and earned \$1100 per
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1 month for going from office to office and cleaning. There was no travel time pay for traveling
2 between offices and Plaintiff was not paid hourly whatsoever. Due to the travel time and the
3 number of offices Plaintiff cleaned, Plaintiff's eventual pay of \$1100 per month was below the
4 statutory minimum wage. She was essentially paid a piece rate for every office cleaned;
5 however, she did not receive any compensation for any non-productive time under Labor Code
6 section 226.2. Additionally, California Labor Code section 226.2, effective January 1, 2016,
7 provides that employees shall be compensated for rest and recovery periods and other non-
8 productive time separate from any piece-rate compensation. Section 226.2 further requires that
9 employees must be compensated for these time periods at a rate no less than the highest
10 federal, state, or local minimum wage that is applicable to the employment. ALEX & SON did
11 not fully and accurately compensate Plaintiff, and all similarly situated aggrieved employees
12 for rest and recovery periods and other non-productive time separate from any piece-rate
13 compensation.

14 15. Due to the above violations, and especially based on the fact that Plaintiff and others
15 were not paid hourly, ALEX & SON also violated Labor Code §510 because it failed to pay
16 Plaintiff and other aggrieved employees overtime compensation, even though they worked
17 more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their
18 employment. Plaintiff's and other aggrieved employees' actual work hours entitled them to
19 overtime compensation, however, ALEX & SON did not compensate its hourly, non-exempt
20 employees with any overtime as a matter of company policy. Furthermore, ALEX & SON
21 failed to include bonuses/incentive payments in calculating employees' regular rate of pay for
22 use in deciphering the correct overtime rate of pay. Additionally, the incentive and bonus
23 payments were also not factored into employees' regular rate for purposes of receiving meal
24 and rest break premiums per the Ferra v. Loews case.

25 16. ALEX & SON also violated Labor Code § 226.7 and the appropriate Industrial Welfare
26 Commission Wage Order no. 4 because it failed to provide Plaintiff and other similarly situated
27 aggrieved employees with 10-minute rest periods for every four hours of work, or majority
28 portion thereof, throughout their employment. ALEX & SON did not completely relieve

1 Plaintiff and others of all duty during said rest periods. ALEX & SON did not pay to Plaintiff
2 and others one additional hour of pay at Plaintiff's regular rate of compensation for each
3 workday that one or more statutory rest periods was not provided. It was not part of the
4 company policy for employees such as Plaintiff to take even one rest break. The concept of rest
5 breaks was not implemented as it was not company policy. As such, Plaintiff did not and does
6 not take statutory rest breaks during her employment. Moreover, it would not have been
7 possible for employees such as Plaintiff and others to take such rest breaks due to being alone
8 and having to clean the rooms in a specific amount of time. As such, the culture as well as the
9 policies and procedures of ALEX & SON did not lend itself to the employees receiving
10 consistent statutory rest breaks wherein they were relieved of all work duties. The environment
11 at ALEX & SON was not conducive to receiving multiple statutory rest breaks under
12 California law and timely, statutory rest breaks were not authorized or enforced. Moreover,
13 since ALEX & SON misclassified Plaintiff as a 1099 independent contractor, they figured they
14 could get away with not providing any statutory breaks.

15 17. ALEX & SON violated Labor Code §§ 512 and 226.7 and the appropriate Industrial
16 Welfare Commission Wage Order no. 4 because it failed to provide hourly, non-exempt
17 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
18 for every five (5) hours of work throughout their employment. ALEX & SON did not completely
19 relieve Plaintiff and other employees of all duty during said meal periods. ALEX & SON did
20 not pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their
21 regular rate of compensation for each workday that one or more statutory meal periods was not
22 provided. Plaintiff did not receive any meal breaks during her employment tenure as meal breaks
23 simply did not exist. Like the rest breaks, receiving a thirty-minute uninterrupted and timely
24 meal break was not part of the company culture and was not enforced by ALEX & SON.
25 Consequently, it was the normal practice and custom of ALEX & SON not to authorize, permit,
26 and enforce timely statutory meal periods. If ALEX & SON had Plaintiff sign a meal period
27 waiver, it would not be valid and enforceable since Plaintiff and others generally worked more
28 than a 6-hour shift in a day (Plaintiff worked 6-7 hours if not more per day). If ALEX & SON

1 had Plaintiff sign an on-duty meal period agreement wherein Plaintiff agreed to work through
2 the meal periods, it would be invalid and unenforceable because the nature of Plaintiff's job as
3 a janitor/maintenance does not and did not prevent her from taking a meal period and the
4 company could have hired "breakers" to relieve Plaintiff of her job duties so that she can actually
5 take a timely, uninterrupted meal period. Moreover, any such "on duty" meal period agreement
6 did not allow for Plaintiff to revoke such an agreement even if it was signed. As such, Plaintiff
7 and others did not receive statutory, timely meal periods during their employment. To the extent
8 that ALEX & SON argues that employees receive meal break premium pay for missed, short, or
9 late meal periods, that argument is inconsequential for PAGA penalty purposes since the PAGA
10 penalties are for the violations themselves, irrespective of whether an employee received the
11 premium payment for a missed, short, or interrupted meal period. In *Kirby v. Immoos Fire*
12 *Protection, Inc.*, the Court stated, "section 226.7 does not give employers a lawful choice
13 between providing *either* meal and rest breaks *or* an additional hour of pay." *See Kirby v.*
14 *Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in original). Thus, the
15 extra hour of pay does not excuse the violation; the employer has still committed a violation even
16 if the remedy for the violation has been paid. *See Wert v. U.S. Bancorp*, (S.D. Cal. Mar. 22, 2016,
17 2016 WL 1110302 at *4). As such, the work environment and culture at ALEX & SON was not
18 conducive to receiving consistent, timely, statutory meal breaks under California law. Moreover,
19 any meal or rest break premiums paid were not compensated at the weighted average regular
20 rate, inclusive of bonuses and/or incentive payments as well as overtime compensation.

21 18. Furthermore, during the relevant time period, and due to the above labor code
22 violations, ALEX & SON failed to pay Plaintiff and other similarly situated aggrieved
23 employees all wages due to them within any time period specified by California Labor Code
24 section 204. In fact, payments were often late to Plaintiff and others due to the company
25 claiming it had no money to pay Plaintiff and others. While payments were supposed to be
26 every 15 days, they were often delayed by weeks. ALEX & SON was also in violation of
27 California Labor Code section 226(a) by failing to include pertinent information on the wage
28 statements, including but not limited to, the correct hourly rate, all hours worked, overtime
hours worked, all earned tips, correct overtime pay, gross wages earned, net wages earned,

1 premium pay for missed meal and rest breaks, all deductions, the correct start and end of the
2 pay period, all employee identifying information, the correct and complete name and address
3 of the legal employer, and reimbursement for business expenses, among others. In fact, since
4 ALEX & SON misclassified Plaintiff and others are independent contractors, Plaintiff and
5 others did not receive any pay stubs with all the required information on them. As such, ALEX
6 & SON did not provide Plaintiff and other similarly situated aggrieved employees with
7 complete, accurate itemized wage statements.

8 19. During the relevant time period, ALEX & SON also failed to keep accurate and complete
9 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and
10 others pursuant to California Labor Code sections 1174(d).

11 20. ALEX & SON also violated Labor Code § 203 because it willfully failed to pay other
12 similarly situated aggrieved employees earned and due wages upon separation of employment,
13 either immediately upon involuntary termination, or within 72 hours of resignation. These
14 earned but unpaid wages include compensation for all hours worked, including minimum
15 wages, overtime compensation, and premium pay for missed meal and rest breaks.

16 21. During the relevant time period, Plaintiff and other aggrieved employees incurred
17 necessary, business-related expenses and costs that were not reimbursed by ALEX & SON.
18 These costs include, but are not limited to, uniforms, use of personal cell phones for work
19 purposes, and some cleaning supplies needed to effectuate her job duties. Accordingly, ALEX
20 & SON was in violation of California Labor Code sections 2800 and 2802.

21 22. Furthermore, Plaintiff believes Defendants have also violated Labor Code Section
22 558 and have engaged in business practices which violate Business and Professions Code
23 Section 17200.

24 23. Each of the aforementioned violations, except the violations for inaccurate pay
25 statements under Labor Code section 226(a), is among the enumerated serious violations set
26 forth in Labor Code § 2699.5, for which there is no statutory right to cure.

27 **FIRST CAUSE OF ACTION**
28

1 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

2 **(California Industrial Welfare Commission Order 4-2001, California Code of**
3 **Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

4 **(Plaintiff against all named defendants and all DOE defendants)**

5 24. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 23, inclusive, of this Complaint as though fully set forth herein.

7 25. At all times relevant herein, Defendants were required to compensate their employees
8 for all hours worked upon reporting for work at the appointed time stated by the employer
9 pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations,
10 Title 8, Section 11040.

11 26. For the three (3) years preceding filing of this action, Defendants failed to compensate
12 Plaintiff for all hours worked.

13 27. Under the aforementioned wage order and regulations, Plaintiff is to recover
14 compensation for all hours worked but not paid by Defendants for the three (3) years preceding
15 the filing of this Complaint.

16 28. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
17 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
18 this Court.

19 29. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
20 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
21 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
22 reasonable attorney's fees and costs of suit.

23 30. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
24 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
25 amount known to Plaintiff once she has obtained all of her payroll records from
26 Defendants.

27 **SECOND CAUSE OF ACTION**

28 **FAILURE TO PAY MINIMUM WAGES**

(California Labor Code Sections 1194, 1194.2, 1197)

(Plaintiff against all named defendants and all DOE defendants)

31. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 30, inclusive, of this Complaint as though fully set forth herein.

32. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title 8, Section 11040, subdivision 4.

33. Pursuant to IWC Wage Order no. 4-2001, subdivision 2(K), at all relevant times, "hours worked" included "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so..."

34. During her employment, Plaintiff was regularly required as a matter of uniform policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid less than the minimum wage rate by Defendants for hours worked in violation of California Labor Code Section 1197 and the applicable California Industrial Wage Commission wage order(s).

35. Plaintiff was, at all relevant times, under the control of Defendants and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to adequately compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants to believe that their acts or omissions were not contrary to California law.

36. For all hours worked by Plaintiff for which she was paid less than the minimum wage rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

37. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME**

3 **(California Industrial Welfare Commission Order 4-2001, California Code of**

4 **Regulations Title 8 Section 11040; California Labor Code Section 510)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 38. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 37, inclusive, of this Complaint as though fully set forth herein.

8 39. Pursuant to Industrial Welfare Commission Order No. 4-2001, Cal. Code of Regs., Title
9 8, Section 11040, for the period of Plaintiff's employment, Defendants were required to
10 compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the
11 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
12 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
13 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

14 40. Plaintiff was a non-exempt employee entitled to the protections of the California
15 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations, Title 8,
16 Section 11040.

17 41. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
18 single workday or forty (40) hours in a single workweek on numerous occasions.

19 42. Plaintiff was entitled to the above overtime premiums.

20 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times
21 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
22 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
23 twelve (12) in a day.

24 44. Defendants did not pay Plaintiff premium wages of at least one and one-half times
25 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

26 45. Plaintiff worked at least one pay period in which she was not properly paid overtime
27 within the three (3) years prior to the initiation of this lawsuit.

28 46. Defendants know or should know the actual dates of overtime worked, the amount of
overtime worked, and the amount of unpaid overtime due.

1 47. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
2 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
3 Court.

4 48. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
5 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the
6 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
7 reasonable attorney's fees and costs of suit.

8 49. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
9 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
10 trial.

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

13 **(California Labor Code Section 226)**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 50. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

17 51. Pursuant to California Labor Code Section 226, every employer must furnish each
18 employee an itemized statement of wages and deductions at the time of payment of wages.

19 52. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
20 accurately reflected all information required by Labor Code Section 226, including but not
21 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
22 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
23 employee, all deductions, all hourly rates, and business expense reimbursement. Therefore,
24 Defendants failed to maintain and provide accurate itemized wage statements to Plaintiff in
25 accordance with California Labor Code Section 226(a).

26 53. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
27 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
28

1 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
2 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
3 reasonable attorney's fees.

4 54. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
5 sustained damages, including loss of earnings, in an amount to be established at trial. As a
6 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
7 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
8 and attorney's fees pursuant to statute.

9 55. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **FIFTH CAUSE OF ACTION**

13 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

14 **(California Labor Code Sections 201, 203)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 56. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 55, inclusive, of this Complaint as though fully set forth herein.

18 57. Pursuant to California Labor Code Section 201(a), an employer who discharges an
19 employee must immediately pay for all compensation due and owing.

20 58. Pursuant to California Labor Code Section 202, when an employee resigns, the
21 employer must pay all compensation due and owing within 72 hours of resignation, or on the
22 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

23 59. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
24 without abatement or reduction, any wages of an employee whose employment ends, the wages
25 of the employee shall continue as a penalty from the due date at the same rate until paid or until
26 an action is commenced; however, the wages shall not continue for more than 30 days for
27 failure to pay an employee owed wages.

28 60. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
from her employment, Defendants willfully refused and continue to refuse to pay her unpaid

1 wages as required by Labor Code Section 203.

2 61. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
4 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
5 preceding the filing of this lawsuit.

6 62. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
7 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
8 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

9 63. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **SIXTH CAUSE OF ACTION**

13 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

14 **(California Labor Code Section 204)**

15 **(Plaintiff against all named defendants and all DOE defendants)**

16 64. Plaintiff re-alleges and incorporates by reference each and every allegation in
17 paragraphs 1 through 63, inclusive, of this Complaint as though fully set forth herein.

18 65. California Labor Code Section 204 establishes the fundamental right of all employees
19 in the State of California to be paid wages in a timely fashion for their work.

20 66. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
21 full amount of all owed wages when due as required by California Labor Code Section 204.

22 67. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed,
23 believes, and thereon alleges, that all times relevant during the liability period, Defendants
24 maintained a policy or practice of not paying Plaintiff wages for all hours worked, including
overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

25 68. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
26 amount, subject to proof, to the extent she was not paid all wages each pay period. The precise
27 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
28 from Defendants' records or indirectly based on information from Defendants' records.

1 69. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
2 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
3 trial.

4 **SEVENTH CAUSE OF ACTION**

5 **FAILURE TO GIVE REST BREAKS**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 70. Plaintiff re-alleges and incorporates by reference each and every allegation in
8 paragraphs 1 through 69, inclusive, of this Complaint as though fully set forth herein.

9 71. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 10 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which provides
11 that every employer shall authorize and permit all employees to take rest periods,
12 which insofar as practicable shall be in the middle of each work period. The
13 authorized rest period time shall be based on the total hours worked daily at the rate
14 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 15 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which provides
16 that if an employer fails to provide an employee a rest period in accordance with the
17 applicable provisions of this order, the employer shall pay the employee one (1) hour
18 of pay at employee's regular rate of compensation for each workday that the rest
19 period is not provided;
- 20 c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes
21 the employer \$50.00 for each initial violation, per employee, of any provision of the
22 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 23 d. California Labor Code section 226.7, which states that (a) no employer shall require
24 any employee to work during any rest period mandated by an applicable order of the
25 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
26 a rest period in accordance with an applicable order of the Industrial Welfare
27 Commission, the employer shall pay the employee one (1) additional hour of pay at
28 employee's regular rate of compensation for each work day that the rest period is not
provided.

1 72. Plaintiff alleges that she was not authorized and permitted to take a ten (10) minute rest
2 break after every four (4) hours of work or major fraction thereof, as required by California law.

3 73. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
4 regulations, and wage orders alleged in this cause of action along with any allowable interest,
5 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
6 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

7 74. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
8 fees as well as interest under Labor Code section 218.6.

9 75. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
10 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
11 trial.

12 **EIGHTH CAUSE OF ACTION**

13 **FAILURE TO GIVE MEAL BREAKS**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 76. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

17 77. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 18 a. California Labor Code section 512(a), which requires that employees be given a 30-
19 minute uninterrupted meal break after five (5) hours of work, and a second
20 uninterrupted meal break after ten (10) hours of work;
- 21 b. California Labor Code section 226.7, which states that (a) no employer shall require
22 any employee to work during any meal period mandated by an applicable order of
23 the Industrial Welfare Commission, and (b) if any employer fails to provide an
24 employee a meal period in accordance with an applicable order of the Industrial
25 Welfare Commission, the employer shall pay the employee one (1) additional hour
26 of pay at the employee's regular rate of compensation for each workday that the meal
27 period is not provided;
- 28 c. California Industrial Welfare Commission Order No. 4 section 11(B), as codified
under Title 8 of the California Code of Regulations Section 11040, which states that

1 if an employer fails to provide an employee a meal period in accordance with the
2 applicable provisions of the Wage Order, the employer shall pay the employee one
3 (1) hour of pay at the employee's regular rate of compensation for each workday that
4 the meal period is not provided;

- 5 d. California Industrial Welfare Commission Wage Order No. 4 Section 7(A)(3), as
6 codified under Title 8 of the California Code of Regulations Section 11040, which
7 requires an employer to maintain records documenting its employees' meal periods;
- 8 e. California Industrial Welfare Commission wage order No. 4 Section 20(A), as
9 codified under California Code of Regulations Section 11040 , which penalizes the
10 employer \$50.00 for each initial violation, per employee, of any provision of the
11 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 12 f. California Labor Code section 1171 and 1173, which have given the California Labor
13 Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4) as
14 enforceable law.

15 78. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
16 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
17 to take a second relieved meal break after ten (10) hours of work, as required by California law.
18 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
19 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that
20 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that
21 the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty.
22 California Labor Code section 226.7 provides that employers may not require their employees
23 to work through their meal periods. California Labor Code section 226.7 and California Code of
24 Regulations section 11040 requires that if the employer fails to provide the employee with an
25 uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each
26 work day that the meal period is not given.

27 79. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
28 regulations, and wage orders alleged in this cause of action along with any allowable interest,
penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for

1 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

2 80. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
3 fees as well as interest under Labor Code section 218.6.

4 81. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
6 trial.

7 **NINTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

9 **(Plaintiff against all Named Defendants and DOE Defendants, and each of them)**

10 82. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 81, inclusive, of this Complaint as though fully set forth herein.

12 83. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
13 employee for all necessary expenditures or losses incurred by the employee in direct
14 consequence of the discharge of his or her duties."

15 84. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
16 his duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
17 of completing her job duties, which were not reimbursed by Defendants. These expenses include,
18 but are not limited to, uniforms, use of personal cell phones for work purposes, and some
cleaning supplies needed to effectuate her job duties.

19 85. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
20 and attorney's fees and costs, under Labor Code section 2802.

21 **TENTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **Representative Claim for PAGA penalties under California Labor Code sections 201,**
24 **202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197,**
25 **1198, 2802 and IWC Wage Order Nos. 4)**

26 **(Against all Named Defendants and all DOE Defendants)**

27 86. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
28 1 through 85, inclusive, of this Complaint as though fully set forth herein.

1 87. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
2 Defendants of the specific violations of the California Labor Code that Defendants and DOE
3 defendants have violated and continue to violate.

4 88. Pursuant to California Labor code section 2699.3, no response was received from the
5 LWDA within 65 days of the postmark date of the above-alleged letter.

6 89. Plaintiff therefore has exhausted all administrative remedies required of her under
7 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
8 cause of action and pursue penalties in a representative action for Defendants' violations of the
9 Labor Code.

10 90. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
11 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
12 divisions, commissions, boards, agencies, or employees for violation of the code may, as an
13 alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of
14 himself or herself and other current or formal employees pursuant to the procedures specified in
15 California Labor Code section 2699.3.

16 91. Plaintiff is an "Aggrieved Employee" because Plaintiff was employed by the alleged
17 violator and had one or more of the alleged violations committed against her, and therefore is
18 properly suited to represent the interests of other current and former employees, including all
19 hourly, non-exempt employees, who worked for ALEX & SON at any of their California
20 locations during the applicable PAGA period.

21 92. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks penalties
22 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
23 numerous provisions of the California Labor Code as alleged in this Complaint.

24 93. Plaintiff therefore has exhausted all administrative remedies required of her under
25 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
26 cause of action and pursue penalties in a representative action for Defendants' violations of the
27 Labor Code.

28 94. California Labor Code section 2699 et seq. imposes penalties upon culpable
Defendants for violating the Labor Code.

1 95. California Labor Code section 558 establishes a civil penalty as follows: Any
2 employer or other person action on behalf of an employer who violates, or causes to be violated,
3 a section of this chapter or any provision regulating hours and days of work in any order of the
4 Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage
5 Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for
6 each underpaid employee for each pay period for which the employee was underpaid ...; (2) for
7 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
8 period for which
9 the employee was underpaid ...;

10 96. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
11 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
12 seeking individual/victim specific relief or underpaid wages under this particular cause of action.

13 97. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
14 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
15 the following:

16 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
17 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, 2802 via 2698 and 2699, and
18 any other Labor Codes and Industrial Welfare Commission Wage Order (Order
19 Nos. 4) violated based on the facts alleged in this Complaint.

20 98. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
21 costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
22 Employees as alleged herein in an amount to be shown according to proof at trial and within the
23 jurisdictional limits of this Court.

24 **ELEVENTH CAUSE OF ACTION**

25 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

26 **(California Business and Professions Code Section 17200)**

27 **(Plaintiff against All Named Defendants and all DOE defendants)**

28 99. Plaintiff re-alleges and incorporates by reference each and every allegation in
paragraphs 1 through 98, inclusive, of this Complaint as though fully set forth herein.

1 100. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
2 constitute unfair and unlawful business practices under California Business and Professions
3 Code Section 17200, et seq.

4 101. Defendant's violations of the California labor laws and the Labor Code constitutes a
5 business practice because it was done repeatedly over a significant period of time
6 in a systematic manner that was detrimental to Plaintiff and other employees.

7 102. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
8 reasonable attorneys' fees and costs of said suit as specifically provided in California Code of
9 Civil Procedure Section 1021.5 and California Business and Professions Code section 17200 et
10 seq.

11 103. As a result of the acts of Defendants, as alleged herein, Plaintiff is entitled to
12 multiple damages as specifically provided in California Business and Professions Code section
13 17200 et seq.

14 104. For the four years preceding the filing of this action, Plaintiff has suffered damages
15 and request damages and/or restitution of all monies and profits to be disgorged from
16 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
17 this Court.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
20 follows:

- 21 1. For compensatory damages including lost past and future wages, regular wages,
22 overtime, and all other sums of money, including employment benefits, together
23 with interest on said amounts, and any other economic injury to Plaintiff, according to
24 proof;
25 2. For special and consequential damages to the extent allowed by law;
26 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
27 at trial;
28

- 1 4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
- 2 subject to proof at trial;
- 3 5. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
- 4 proof at trial;
- 5 6. For restitution and disgorgement for all unfair business practices by
- 6 Defendants against Plaintiff in an amount according to proof;
- 7 7. For an order enjoining Defendants from further unfair and unlawful business
- 8 practices in violation of Business and Professions Code section 17200, et seq.;
- 9 8. For maximum civil penalties available under the Labor Code and applicable Wage
- 10 Order against Defendants as described more particularly in the Complaint and
- 11 representative PAGA claims;
- 12 9. For all remedies available to Plaintiff under the applicable Wage Order and the
- 13 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
- 14 liquidated damages, damages, penalties, and waiting time penalties according to proof
- 15 to the extent permitted by law via PAGA;
- 16 10. For the imposition of civil penalties and/or statutory penalties;
- 17 11. Reasonable attorney's fees where available by law, including but not limited to,
- 18 pursuant to Labor Code section 2698 et seq., and the Labor Code generally;
- 19 12. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
- 20 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
- 21 13. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half
- 22 (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
- 23 14. Costs and expenses of suit incurred herein;
- 24 15. For all interest as allowed by law;

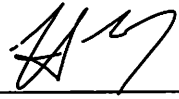
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1 16. For such other and further relief as the Court deems just and proper.

2
3 DATED: February 6, 2024

MESSRELIAN LAW INC.

4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff

7
8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

10 DATED: February 6, 2024

MESSRELIAN LAW INC.

11 By 
12 Harout Messrelian, Esq.
13 Attorneys for Plaintiff